

TEMPORARY RIGHT OF ENTRY

(Riverside Regional Water Quality Control Plant)

The **CITY OF RIVERSIDE**, a municipal corporation ("City") hereby grants permission to the **RUBIDOUX COMMUNITY SERVICES DISTRICT**, a public agency, its officers, employees, agents, contractors and/or invitees ("District") to enter upon portions of the property owned by City known as the City of Riverside Regional Water Quality Control Plant ("Plant") for the purpose of constructing a sewage force main to the monitoring station within the Plant, to modify the monitoring station and install buried piping as necessary, and to install permanent paving, all as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

THIS RIGHT OF ENTRY IS GRANTED upon the following terms and conditions:

1. District shall secure, and shall thereafter maintain during the term of this Right of Entry, such general liability and property damage insurance as shall protect District from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations on or about the subject property, whether such operations be by or on behalf of District or any contractor or subcontractor of District or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them. Such liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California and shall cover comprehensive general and automobile liability for both bodily injury (including death) and property damage with the following minimum limits:

Bodily injury	
(including death) . .	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$250,000 each aggregate

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35.6

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

Policies or certificates of insurance evidencing the coverage required by this Right of Entry shall be filed with City and shall include City as an additional insured. The policies shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified mail.

2. Except for City's sole negligence or willful misconduct, District shall protect, defend and hold City and City's officers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of personal injury, including death, of any person (including without limitation the employees of the parties hereto) or damage to any property (including without limitation the property of the parties hereto), including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees) of any nature whatsoever arising out of or incident to the permission herein granted and/or the use or occupancy of the Plant by District or District's contractors, subcontractors, agents, employees or invitees or the acts or omissions of District's officers, agents, employees, contractors, subcontractors, licensee or invitees, regardless of where the injury, death or damage may occur.

City shall give to District reasonable notice of any such claims or actions. District shall also use counsel reasonably acceptable to City in carrying out District's obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured employee under its self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph.

Nothing contained herein is intended to, nor shall be deemed or construed, to indemnify City from City's sole negligence or willful misconduct, or that of City's agents, employees, or independent contractors who are directly responsible to City.

The provisions of this paragraph shall survive the expiration or early termination of this Right of Entry.

3. District assumes all costs and risks associated with the work to be conducted at the Plant and the any storage of construction materials and equipment at the Plant, including loss or damage by theft, malicious mischief, vandalism or any other cause. District on its behalf and on the behalf of its officers, employees, contractors, subcontractors and agents, hereby releases City and City's officers and employees from any and all claims, demands, suits or causes of action that District and its officers, employees, contractors, subcontractors and agents may now or in the future have arising out of or incurred as a result of the permission herein granted and/or the use or occupancy of portions of the Plant.

4. This Right of Entry shall commence upon the date of its acceptance by District as hereinafter set forth and shall terminate and be of no further force and effect twelve (12) months from the date of such acceptance or upon completion of the work as above-described to be performed by District at the Plant, whichever is earlier; provided, however, City may terminate this Right of Entry at any time upon twenty-four (24) hours notice to District in the event that the

activities of District at the Plant interfere with or are otherwise in conflict with the conduct of operations thereon by City.

THIS TEMPORARY RIGHT OF ENTRY is executed and granted this 20th
day of June, 1996.

CITY OF RIVERSIDE

WLL

By

Barry Beck

Barry Beck
Public Works Director

APPROVED TO EXECUTE

Adas

ASST. CITY ATTORNEY

ACCEPTANCE

District, by executing this Temporary Right of Entry, acknowledges the terms and conditions of this Temporary Right of Entry and agrees to comply with all such terms and conditions thereof. This Temporary Right of Entry is hereby accepted by District this 12 day of JUNE, 1996.

RUBIDOUX COMMUNITY SERVICES DISTRICT

By

David R. Lopez

Title

General Manager

By

Title

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
06/07/96

PRODUCER

Goldware & Taylor Ins. Service
8310 Magnolia Avenue
Suite 100
Riverside, CA 92504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A Insurance Company of The West

COMPANY

B

COMPANY

C

COMPANY

D

APPROVED AS TO FORM

ASST. CITY ATTORNEY

INSURED

Rubidoux Community Services
District
3590 Rubidoux Boulevard
Riverside, CA 92509

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CSR117473805	11/03/95	11/03/96	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> BI/PD Ded:10,000				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
	OTHER				DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Dept. of Public Works Attn: Barry Beck, P.W. Director
*10 Days Notice of Cancellation For Non-Payment of Premium Applies.
(See Attached Schedule.)

CERTIFICATE HOLDER

City of Riverside
3900 Main Street
Riverside, CA 92522-0311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barry H. Taylor

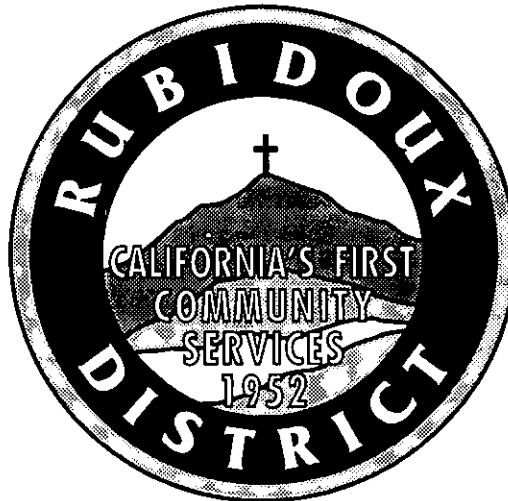
RUBIDOUX COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

ANITA B. SMITH
JAMES M. GOULD
ARMANDO MUNIZ
GILBERT J. CALZADA
RON L. ROBINSON

SECRETARY-MANAGER

DAVID D. LOPEZ



TELEPHONES:

Area Code: 909

District
684-7580

Fax

369-4061

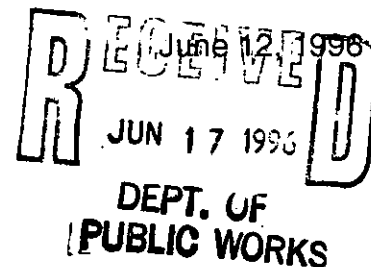
Water Department
684-7321

Fire Department
683-4561

Fire Protection
Water Service
Water Quality Control
Refuse Collection
Street Lights
Weed Abatement

City of Riverside
Department of Public Works, Engineering Department
3900 Main Street
Riverside, CA 92522-0311
ATTENTION: Mr. Kenneth G. Strout

Subject: Transmittal of Right of Entry Document




Dear Mr. Strout:

Enclosed herein is a signed Right of Entry document for the City of Riverside Regional Water Quality Control Plant. Upon execution by Mr. Barry Beck, transmit one copy of a fully executed document to the District for our records. Furthermore, a certificate of insurance is enclosed with this transmittal. Please review this certificate to assure it complies with City of Riverside requirements.

Should you have any questions do not hesitate to call.

Sincerely,


David D. Lopez
General Manager

Enclosures: